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Attorney for Plaintiff  
 Take Two Interactive Software, Inc.

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF NEW YORK

ELECTRONICALLY FILED

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TAKE TWO INTERACTIVE	:	
SOFTWARE, INC.	:	
	:	
Plaintiff	:	08 Civ. 4244
	:	
v.	:	<u>COMPLAINT</u>
	:	
CHICAGO TRANSIT AUTHORITY	:	
and TITAN OUTDOOR LLC	:	
	:	
Defendants	:	
	:	
-----	x	

Plaintiff, Take Two Interactive Software, Inc. (“Take Two”), by its attorneys,  
 Debevoise & Plimpton LLP, for its complaint, alleges as follows:

NATURE OF THE ACTION

1. This action arises out of defendants’ violations of Take Two’s federal and state constitutional rights of free speech, due process and equal protection, as well as interference with, and breach of, contract under New York law. These violations have resulted from the recent decision of defendant Chicago Transit Authority (“CTA”) to remove Take Two’s advertisements for its new video game, Grand Auto Theft IV (“GTA

IV”), from display locations throughout the Chicago transit system. CTA ordered its employees to remove those advertisements, just as they started to appear, despite Take Two’s binding advertising contract with CTA’s authorized sales agent, defendant Titan Outdoor LLC (“Titan”). That contract, attached as Exhibit A, required Take Two’s GTA IV advertisements to be visible at those locations from approximately April 22 through early June, 2008.

2. Take Two’s GTA IV advertisements promote an entirely lawful, mainstream entertainment product enjoyed by millions of Americans. They comply with all applicable laws and advertising guidelines. Defendants were without any reasonable justification for their knowing and willing disruption of the carefully-planned advertising campaign that was to accompany the launch of GTA IV in the Chicago area. These deliberate actions were taken without any regard for Take Two’s contractual and constitutional rights. Take Two seeks an order requiring defendants to allow Take Two to exercise its constitutional and contractual rights to display its bargained for advertisements on the Chicago transit system, as well as monetary relief for the damage caused by defendants’ unconstitutional and unlawful interference with the advertising accompanying the launch of GTA IV.

#### PARTIES

3. Plaintiff Take Two is a corporation organized under the laws of the State of Delaware, with its principal place of business located at 622 Broadway, New York, NY 10012. It is a leading worldwide publisher, developer and distributor of interactive entertainment software, hardware and accessories.

4. Defendant CTA is a municipal corporation created by the Metropolitan Transit Authority Act, 70 ILL. COMP. STAT. 3605/1 *et seq.* Among other things, CTA maintains advertising space on Chicago's mass transportation systems and accepts a wide variety of commercial, political and public service advertising. CTA's principal place of business is located at 567 W. Lake Street, Chicago, IL 60661.

5. Titan is a Delaware limited liability corporation that maintains its principal place of business at 850 Third Avenue, New York, New York 10022. Upon information and belief, Titan has a contract with CTA relating to certain advertising display spaces throughout the Chicago mass transit system. Titan acts as a sales agent for CTA in making that space available to advertisers. Titan has required that all disputes arising out of the agreement Titan entered into as CTA's agent be adjudicated in New York. *See* Exhibit A ¶ 20.

6. Defendants are state actors. The advertising space that CTA maintains on Chicago's mass transit systems is a public forum. CTA and its agents, including Titan, actively promote the mass transit system as an advertising medium and, for years, have displayed a wide variety of political and issue-oriented, as well as commercial, messages throughout that transit system.

#### JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over the federal claims in this action pursuant to 28 U.S.C. § 1331 (federal question) and § 1343(a)(3) and (4) (civil

rights) and over the state claims pursuant to 28 U.S.C. § 1367 and the principles of pendant jurisdiction.

8. This Court has personal jurisdiction over CTA and Titan pursuant to CPLR § 302(a). Titan regularly transacts business within New York, including within this district, on its own behalf and, as agent for CTA, for the benefit of CTA (a) with CTA's knowledge and (b) under CTA's control as to what advertising may be accepted. CTA transacts business and derives substantial revenue within this state and district by, among other things, using Titan as its agent to supply advertising services on spaces located throughout the Chicago mass transit system to entities, including Take Two, located in New York. The causes of action described below arise out of defendants' transaction of that business. CTA also has committed the tortious acts described below, which have caused injury to Take Two in New York.

9. Venue is founded on 28 U.S.C. § 1391(b) and (c) because a substantial part of the events giving rise to the claims occurred in this district and because CTA and Titan both are subject to personal jurisdiction in this judicial district and therefore reside in this district.

#### FACTUAL BACKGROUND

10. Take Two's wholly-owned subsidiary, Rockstar Games, Inc., has developed the enormously successful and critically-acclaimed Grand Theft Auto series of video games. These games provide players the ability to negotiate virtual worlds

depicting complex urban environments. To date, over 70 million units of Grand Theft Auto have been sold, making it one of the most successful video game series of all time.

11. On April 29, 2008, Take Two released its newest iteration of the franchise, GTA IV. A review of GTA IV in the April 28, 2008 edition of THE NEW YORK TIMES, described it as setting “a new standard for what is possible in interactive arts. It is by far the best game in the series . . . [an] adoring and insightful take on modern America.” On April 29, 2008, THE CHICAGO TRIBUNE reported it as “a new milestone in video gaming’s ascent toward acceptance as interactive art,” and on April 30, 2008, THE CHICAGO SUN-TIMES called it “a modern masterpiece that attempts to address what it means to be an American in a post-9/11 world.”

12. Earlier this year, in conjunction with the then-upcoming release, Take Two entered into contracts to advertise GTA IV on various mass transit systems and in other public places across the country. These advertisements were specifically designed to comply with all applicable standards, rules and regulations governing acceptable mass transit advertising. Titan specifically approved these advertisements on behalf of CTA when it accepted the contract for the GTA IV displays.

13. The GTA IV advertisements in dispute consist of (a) the game’s title, (b) depictions of the game’s characters, (c) the release date, (d) the address of the Grand Theft Auto IV website and (e) the “M” (for Mature) rating symbol and content descriptors assigned to the video game by the Entertainment Software Ratings Board. An “M” rating means the game has content that may be suitable for persons age 17 and older.

Copies of all the advertisements are attached as Exhibit B. A sample of one of the advertisements, designed for the sides of buses, appears below.



14. On February 26, 2008, Take Two executed an advertising contract with defendant Titan for an advertising campaign consisting of posters on the sides of buses (six weeks) and on display spaces located throughout the Chicago transit system (four weeks). Take Two agreed to pay over \$300,000 for this campaign. By April 22, 2008, pursuant to the contract, Take Two's GTA IV advertisements began to appear in the Chicago transit system.

15. Only days after they first appeared, and despite knowledge of the signed advertising contract, CTA ordered the immediate removal of the GTA IV advertisements from their locations in the Chicago transit system without providing any notice to Take Two of its decision to do so.

16. Despite Take Two's request that CTA explain its decision to remove the advertisements, no explanation has been forthcoming.

17. CTA has adopted advertising guidelines purportedly setting forth the types of advertising messages permitted on its system, but these guidelines do not provide any basis for the CTA's decision. The guidelines, which permit both commercial and non-

commercial advertisements, state that only a narrow range of advertisements is “not permitted” to appear in CTA space. A copy of these guidelines which, upon information and belief, is the only written guidance CTA currently provides, is attached as Exhibit C. The GTA IV advertisements do not fall within any of the categories of “not permitted” advertising and were approved by CTA’s agent, Titan.

18. The removal of the advertisements, although not explained to Take Two by CTA, followed a report by the local Fox News affiliate questioning why CTA allowed advertising for an “M” rated video game in light of a recent wave of violent crimes in Chicago. Articles discussing this violence, which began well before the first GTA IV advertisements appeared in Chicago and well before the release of the game on April 29, 2008, are attached as Exhibit D.

19. The Governor of Illinois has previously criticized other video games in the Grand Theft Auto series.

20. Neither the recent crimes nor the Governor’s personal views on video games permitted CTA or Titan to violate Take Two’s constitutional and contractual rights.

FIRST CAUSE OF ACTION  
(First Amendment)

21. Take Two repeats and realleges the allegations of paragraphs 1 through 20 above as if fully set forth herein.

22. Because the advertising space on the Chicago area transit system is a public forum, any restrictions governing the use of that space must comply with the the First Amendment.

23. Defendants' acts described above are improper content-based restrictions. These acts violate Take Two's rights under the First Amendment as applied to the states by the Fourteenth Amendment.

24. By the acts complained of, defendants have caused Take Two injury, including irreparable injury, which will continue unless defendants are enjoined from their unlawful conduct.

SECOND CAUSE OF ACTION  
(Due Process)

25. Take Two repeats and realleges the allegations of paragraphs 1 through 24 above as if fully set forth herein.

26. Defendants' sudden removal of Take Two's advertisements without notice, explanation or valid cause violates Take Two's due process rights under the Fifth and Fourteenth Amendments of the Constitution by deliberately and arbitrarily restricting Take Two's access to a designated public forum.



27. Defendants' failure to adhere to CTA's own written advertising guidelines provides no guidance to Take Two as to what standards, if any, govern access to GTA's designated public forum for speech purposes, and indicates that these state actors' approach is essentially without standards, further violating Take Two's due process rights.

28. By the acts complained of, defendants have caused Take Two injury, including irreparable injury, which will continue unless defendants are enjoined from their unlawful conduct.

THIRD CAUSE OF ACTION  
(Equal Protection)

29. Take Two repeats and realleges the allegations of paragraphs 1 through 28 as if fully set forth herein.

30. Defendants' unequal treatment of advertisers who distribute video games intended for mature audiences, as opposed to other forms of protected speech, such as motion pictures or television shows that also are intended for mature audiences, unduly burdens Take Two's fundamental right to free speech and is a violation of the equal protection guarantees of the Fourteenth Amendment of the Constitution.

31. By the acts complained of, defendants have caused Take Two injury, including irreparable injury, which will continue unless defendants are enjoined from their unlawful conduct.

FOURTH CAUSE OF ACTION  
(Violation of 42 U.S.C. § 1983)

32. Take Two repeats and realleges the allegations of paragraphs 1 through 31 as if fully set forth herein.

33. Defendants, by removing Take Two's advertisements from the Chicago transit system, acted under color of state law.

34. Defendants' actions were based on improper motive or intent, or involved reckless or callous indifference to the First Amendment and other rights of Take Two, which are protected under clearly established law, and were taken as a result of Take Two's exercise of those rights.

35. Defendants are liable to Take Two under 42 U.S.C. § 1983 and Take Two is entitled to recover actual and punitive damages against defendants pursuant to 42 U.S.C. § 1983 and reasonable attorneys fees and costs pursuant to 42 U.S.C. § 1988.

FIFTH CAUSE OF ACTION  
(Violation of N.Y. State Const. Art. I, § 8)

36. Take Two repeats and realleges the allegations of Paragraphs 1 through 35 as if fully set from herein.

37. Defendants acts as set forth above have denied Take Two its right of free speech under New York State Const. Art. 1, § 8.

38. By the acts complained of, defendants have caused Take Two injury, including irreparable injury, which will continue unless defendants are enjoined from their unlawful conduct.

SIXTH CAUSE OF ACTION  
(Breach of Contract)

39. Take Two repeats and realleges the allegations of paragraphs 1 through 38 as if fully set forth herein.

40. The February 26, 2008 transit advertising contract is an enforceable contract between Take Two and Titan. Take Two has performed all of its obligations under that contract. The advertisements accompanying the launch of GTA IV were an integral part of Take Two's launch strategy for a crucial product launch.

41. The clause of the contract that purports to allow CTA or Titan to remove any advertisement "in the event of any adverse publicity of any nature resulting from the presence of any display" is unconstitutional and unenforceable.

42. The acts of defendants, as described above, constitute a breach of that contract.

43. The acts of defendants, as described above, have damaged and are damaging Take Two in an amount that cannot be ascertained at this time, but that is at least the contract value of over \$300,000.

44. By reason of the foregoing, Take Two is entitled to recover after trial the damages resulting from the aforesaid acts of breach of contract.

SEVENTH CAUSE OF ACTION  
(Tortious Interference – N.Y. Common Law)

45. Take Two repeats and realleges the allegations of paragraphs 1 through 44 as if fully set forth herein.

46. Take Two entered into a valid contract for advertising space throughout the CTA mass transit systems.

47. CTA, with knowledge of the existence of that contract, intentionally and wrongfully procured the breach of that contract by removing those advertisements after they were properly accepted and posted.

48. CTA's conduct constitutes intentional and improper interference with Titan's performance of its contracts with Take Two.

49. As a result of CTA's acts, Take Two has suffered and is continuing to suffer actual damages in an amount that cannot be ascertained precisely at this time.

EIGHTH CAUSE OF ACTION  
(Declaratory Relief)

50. Take Two repeats and realleges the allegations of paragraphs 1 through 49 as if fully set forth herein.

51. The GTA IV advertisements comply with all requirements in the CTA's own advertising regulations.

52. Take Two is entitled to a declaration under 28 U.S.C. § 2201 *et seq.* and Rule 57 of the Federal Rules of Civil Procedure (i) that Take Two's advertisement do not violate any of CTA's advertising regulations; (ii) that the content-based restrictions

contained in defendants' advertising contract and reflected in defendants' conduct are unconstitutional; (iii) that defendants violated Take Two's rights under the First Amendment of the Constitution as applied to the states by the Fourteenth Amendment, and have also violated Art. 1, § 8 of the New York State Constitution, by impeding Take Two's access to a designated public forum and by removing Take Two's advertisements, and (iv) that defendants violated Take Two's rights to due process and equal protection under the Fifth and Fourteenth Amendments to the Constitution.

PRAYER FOR RELIEF

WHEREFORE, Take Two respectfully prays:

(1) For the First, Second, Third and Fifth Causes of Action, that Defendants, their directors, officers, employees, agents, and all persons in active concert with them be temporarily, preliminarily and permanently enjoined from denying Take Two its constitutional rights by removing its advertising from Chicago transit system during April and May 2008 and ordered to allow the Grand Theft Auto IV advertisements to appear in the same location and condition they were in prior to their removal for the same multi-week period;

(2) For the Fourth Cause of Action, actual and punitive damages together with attorneys fees and reasonable costs of this action in amounts to be determined;

(3) For the Sixth and Seventh Causes of Action, damages in an amount to be determined at trial arising from defendants' breach of contract and CTA's acts of tortious interference with that contract;

(4) For the Eighth Cause of Action, a declaration that Take Two's advertisement does not violate any of CTA's advertising regulations, that the content-based restrictions in defendants' advertising contract and reflected in their conduct are unconstitutional, and that defendants have violated Take Two's fundamental rights of free speech and due process; and

(5) Such other and further relief as this Court may deem just and proper.

Dated: New York, New York  
May 5, 2008

DEBEVOISE & PLIMPTON LLP

By: /s/ Bruce P. Keller  
Bruce P. Keller (BK 9300)  
Jeremy Feigelson (JF 4963)

919 Third Avenue  
New York, New York 10022  
(212) 909-6000

# **EXHIBIT A**



# CONTRACT FOR TRANSIT ADVERTISING

ADVERTISER/AGENCY KD&E 129 West 27th Street 11th Floor New York, NY 10001 Attn: Felecia McCleary		CONTRACT NO: DATE: 2/26/2008	
BRAND NAME: Grand Theft Auto IV		SALESPERSON: Evan Richheimer	
SHIPPING ADDRESS: Titan Outdoor Operations 11-31 31st Avenue Long Island City, NY 11106		SHIPPING QUANTITY: NY Telephone Kiosks - 180 NY King Size Bus Posters - 360 Chicago King Size Bus Posters - 395 Chicago Urban Panels - 45	
Titan Outdoor Operations 3720 W Touhy Avenue Skokie, IL 60076			

Market	Media	Size	Showing	No. of Units	Start Date	Term	Cost Per Period
New York	Telephone Kiosks	50" H X 26" W & 37" H X 77" W	Special	150	4/28/2008	4 Weeks	\$100,000
	King Size Bus Posters Five Borough	30" H X 144" W	Special	300	4/22/2008	5 Weeks	\$200,000
Chicago	King Size Bus Posters	30" H X 144" W	Special	329	4/22/2008	6 Weeks	\$260,000
	Urban Panels	30" H X 60" W	Special	35	4/22/2008	4 Weeks	\$53,000
GROSS TOTAL CONTRACT PRICE:							
TOTAL NET AMOUNT:							\$613,000

## SPECIAL INSTRUCTIONS:

Production is additional and is the responsibility of advertiser  
Please have materials delivered 10 business days prior to start date.

THIS CONTRACT SHALL NOT BE DEEMED ACCEPTED BY TITAN OUTDOOR UNLESS COPY HAS FIRST BEEN SUBMITTED AND APPROVED BY TITAN OUTDOOR. NO NUDITY OR PROFANITY WILL BE ACCEPTED.  
AGENCY AND THE PERSON SIGNING ON BEHALF OF AGENCY REPRESENT THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF THE ADVERTISER AND THAT ADVERTISER APPROVES THE SAME.  
THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS CONTRACT.

ADVERTISER/AGENCY: Titan Outdoor LLC 2/26/08  
AUTHORIZED SIGNATURE TITLE: Felecia McCleary  
NAME - TITLE: \_\_\_\_\_  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_ PLEASE PRINT: \_\_\_\_\_  
Titan Outdoor LLC ("Company")



## TERMS AND CONDITIONS OF TRANSIT ADVERTISING

1. The Advertiser agrees to furnish sufficient supply of advertising copy in the form and type specified by the Company. Advertising copy shall be produced in accordance with the exact specifications, at Advertiser's sole cost and expense. Advertiser shall deliver same (at its cost) to the Company or to service points designated by the Company, at least ten (10) business days before the installation date, without expense to the Company or loss of service may occur. If copy is not so received, Company may, at its option, leave such space vacant or post alternative copy in the space and Advertiser agrees to pay for such space. No audited, pornographic, profane or obscene copy shall be permitted. The character, design, text and illustrations on advertising copy and the material used shall be subject to approval by the Company and also by each location owner, transit company or authority involved ("Transit Company" or "Authority"), and their decision as to acceptability shall be final and without any liability whatsoever to either the Company or the Transit Company. In the event copy is rejected, Advertiser/Agency shall be responsible for providing an acceptable replacement.
2. Unless otherwise specified on the face hereof, service charges will be made for all changes in display material after initial placement of showing required under this contract.
3. Loss of service due to failure of the Advertiser to furnish cards or posters as provided above for installation on the stated start date shall be borne by the Advertiser. Other delays in commencing service in or on any of the lines contracted for, or the omission of cards or posters from a reasonable number of vehicles, shall not constitute a breach of this Contract, but the Advertiser shall be entitled upon either of such happenings to a pro rata credit, or, at the option of the Company, to additional service or an extension of the term of the service equivalent to the delay or omission.
4. Should the Advertiser's copy be damaged, defaced, mutilated or spoiled by reason of storm, flood, strike, vandalism, ordinary wear and tear, or any other cause, or if lost or stolen, replacement copy shall be furnished by the Advertiser, upon the Company's request, without liability or expense to the Company. Company is hereby authorized to remove and to leave vacant or to use substitute copy for any display material which may be defaced, damaged or otherwise become deteriorated and for which Advertiser has failed to provide replacements, without liability or expense to Company. It is hereby agreed that non-use of space arising from Advertiser's failure to provide such replacement will not relieve Advertiser from obligation to pay for such space.
5. Advertiser shall indemnify, defend and save harmless the Company and each Transit Authority concerned against any liability to which they may be subjected by reason of the advertising material displayed under the Contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees and expenses, in defending any such action or actions.
6. The Advertiser agrees that if the Company shall cease to have the right to display advertising copy in or on any or all of the vehicles or locations covered by this Contract, the Company shall have the right to discontinue the service in such vehicles or locations, without prejudice to the Contract as to the remainder, but in such case the Advertiser shall be given a pro rata credit for the omitted service.
7. Loss of service due to strike, lockout, fire, riot or other causes beyond the control of the Company shall not constitute a breach of the Contract, but in such event Advertiser may be entitled to a pro rata credit for such loss, or an extension of the term of service equivalent to the service lost, at the option of the Company.
8. In the event any Transit Company or Authority, or its representatives shall disapprove any advertisement, or in the event of adverse publicity of any nature resulting from the presence of any display, the Company shall have the right to remove said advertisement forthwith and the Advertiser shall receive a pro rata credit from the date of removal of such advertisement. The Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising, the Company reserves the right to terminate same, but there shall be no short rate charge because of such termination. Furthermore, in the event Company cancels any individuals contract(s), Advertiser/Agency's obligation shall cease, except that Agency shall make payment for unauthorized costs of embellishments, if any. Company shall not be responsible for copy which has been removed at the request of the Transit Company or has been terminated as a matter of law.
9. The Agency and Advertiser agree to pay for the advertising service covered by this Contract and agree to be jointly and severally liable for payment thereof, including reasonable expenses for collection, attorney's fees and expenses and court costs. The Company reserves the right to cancel this Contract at any time upon default by the Advertiser in payment or other breach, or in the event of any material violation on the part of the Advertiser of any of the conditions herein named, and upon such cancellation, all payments for advertising done hereunder, including short term rates or other charges under this Contract, and unpaid, shall become immediately due and payable. Company at its option may elect not to terminate this Contract, but consider the entire balance of payments to be made under this Contract accelerated and immediately due and payable. Waiver by the Company of any specific breach or breaches of the Contract by the Advertiser shall not prejudice the rights of the Company hereunder with respect to any breach or breaches not specifically waived by the Company. In the event of any such breach or breaches, the Company shall be discharged from any obligation to further display the Advertiser's copy and in the event of such suit for the collection of unpaid accounts, all costs of the suit, including reasonable attorney's fees and expenses may be added to the amounts owed. For purposes of this condition, reasonable attorney fees are deemed and accepted to be twenty five percent (25%) of the unpaid account. The Company shall hold the Agency and the Advertiser jointly and severally liable in the event of any default of payment. Should either of the Agency or the Advertiser become bankrupt or be delinquent in payment, Company may proceed hereunder against Advertiser and/or Agency, without relieving either party of its liabilities to Company.
10. Bills will be rendered monthly in advance dating from the start date of this Contract and Advertiser agrees to make payment net in advance upon receipt of bills. Any bill rendered to the Advertiser shall be conclusive as to the correctness of the items stated therein and shall constitute an account stated unless written objection is made thereto by the Advertiser within fifteen (15) days from the rendering thereof. This conclusive presumption shall apply to both the specifics of the showing and the dollar amount due. All rates and adjustments are computed on the basis of thirty (30) days to the month. Default shall be deemed to occur whenever any monthly bills shall be unpaid for thirty (30) days. Payments are subject to late payment charge of one and one-half percent (1.5%) per month (18% per annum), or such lesser amount as permitted by law. Such charge will be added after thirty (30) days. Any Agency commissions which may be due shall be payable by the Advertiser. The Company shall have no liability to pay such commissions. Advertiser shall notify Company of any change in its named Agency. Unless otherwise specified on the face hereof, rate indicated in the Contract is not subject to advertising agency commission.
11. The Company shall not be held responsible for unused cards, posters or other copy not called for by the Advertiser within ten (10) days after expiration of the Contract. After thirty (30) days Company may dispose of such materials. The Company shall not be held liable for the return of any poster used by it in a showing.
12. This Contract is not assignable by the Advertiser, nor may the subject of the advertising be changed.
13. The Company may cancel this Contract without prejudice after completion of any month's service by giving at least sixty (60) days prior written notice.
14. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit or at any time during the term hereof, withdraw credit. In such event, Company may require payment of the Contract amount be made in advance.
15. All advertisers will receive ninety (90) days advance notification of any change in advertising rates. Advertiser may terminate as of the effective rate change date by notification at least thirty (30) days prior thereto.
16. Advertiser grants Company permission to promote the Company's own business through the use of Advertiser's cards, posters or displays in any manner whatsoever.
17. This Contract becomes effective when accepted by the Company at its office in New York City, and contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligation of either party hereto.
18. As used in this Contract the term "Advertiser" shall include Advertising Agency, or any other agent or licensee of Advertiser, as well as the Advertiser.
19. Company is an equal opportunity employer.
20. In the event of legal action arising out of this Contract, including but not limited to claims for non-payment, New York County, New York shall be the exclusive jurisdiction and venue for said action. This Contract and all claims arising hereunder shall be construed according to the laws of the State of New York.

## **EXHIBIT B**







# **EXHIBIT C**



## ORDINANCE NO. 91-169

EXHIBIT 1

AMENDED AND RESTATED GUIDELINES  
GOVERNING ALL ADVERTISING IN OR UPON  
CHICAGO TRANSIT AUTHORITY VEHICLES AND FACILITIES

1. All advertising must comply with all applicable laws and with all ordinances, rules, regulations, requirements, and specifications promulgated by the Chicago Transit Authority ("CTA").
2. All advertising must be produced through a process that ensures reproduction of good quality, on materials of specific quality and size, all according to uniform specifications promulgated by the CTA.
3. All commercial advertising must be truthful. False, deceptive, or misleading commercial advertising is not permitted. Commercial advertising offering premiums or gifts must not misstate their value. Commercial advertising that proposes transactions which would constitute unlawful discrimination or would be illegal for any other reason is not permitted.
4. Advertising that is legally obscene is not permitted. In addition, sexually explicit advertising depicting nudity (male or female genitals, pubic areas, or buttocks with less than a fully opaque covering; female breasts with less than a fully opaque covering or any part of the areolae or nipples; or the covered genitals in a discernibly turgid or otherwise recognizable state) or sexual intercourse or other sexual acts is not permitted.
5. Advertising that portrays graphic violence, such as through the depiction of human or animal bodies, body parts, or fetuses in states of mutilation, dismemberment, disfigurement or decomposition, is not permitted.
6. Advertising that is directed to inciting or producing imminent lawless action and is likely to incite or produce such action, including but not limited to unlawful action based on a person's or persons' race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military discharge status, or source of income, is not permitted.

## ORDINANCE NO. 91-169

EXHIBIT 1 (page two)


7. If advertising contains a testimonial, then the sponsor shall provide to the CTA documentation that the person making the testimonial has authorized its use in the advertising.
8. Advertising cannot encourage persons to refrain from using safety precautions normally used in transit-related activities, such as awaiting, boarding, riding upon, or debarking from transit vehicles.
9. Advertising cannot contain CTA graphics or representations without the express written consent of the CTA.
10. No implied or declared CTA endorsement, rejection, or opinion respecting any product or service is permitted.
11. Each sponsor shall indemnify and hold harmless the CTA and its directors, officers, representatives, employees, and agents from any and all claims, demands, liabilities, or causes of action of any kind, including costs and attorneys' fees, arising out the sponsor's advertising.
12. The placement of non-public-service advertising shall take precedence over the placement of public service advertising.



## ORDINANCE NO. 91-169

EXHIBIT 2

AMENDED AND RESTATED GUIDELINES  
GOVERNING PUBLIC SERVICE ADVERTISING IN OR UPON  
CHICAGO TRANSIT AUTHORITY VEHICLES AND FACILITIES

1. All public service advertisements ("PSA's") must comply with the Amended and Restated Guidelines Governing All Advertising in or upon Chicago Transit Authority Vehicles and Facilities (except those guidelines specifically applicable only to commercial advertising).
2. A PSA must be non-commercial, non-partisan, and not designed to influence a specific piece of legislation. 
3. The CTA's limited PSA space shall be allocated on a first-come, first served basis.
4. The sponsor of a PSA must meet the requirements for a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, or be an organization that has no net earnings that inure to the benefit of any private shareholder or individual and that is organized for one or more of the following or similar purposes: charitable, benevolent, eleemosynary, educational, civic, patriotic, political, religious, social, literary, promotion of amateur sports, scientific, research, or agricultural.
5. The sponsor of a PSA shall pay the applicable labor costs for installation and removal of the PSA as charged by the CTA's advertising contractor and approved by the Contracting Officer.
6. PSA's may be posted only inside CTA buses and rapid transit cars.

## **EXHIBIT D**

14 of 184 DOCUMENTS

Copyright 2008 Chicago Tribune Company  
Chicago Tribune

April 28, 2008 Monday  
Chicagoland Final Edition

**SECTION:** METRO ; ZONE C; Pg. 1

**LENGTH:** 601 words

**HEADLINE:** 3 killed in weekend violence; pair wounded outside church

**BYLINE:** By Emily S. Achenbaum and Jeff Long, Tribune reporters

**BODY:**

The number of shootings in Chicago over the weekend didn't reach the high figures from the previous weekend, when at least 36 people were shot, but the city did not stay quiet.

Police said nine people were shot Friday and Saturday. At least four were shot Sunday -- two while getting off a bus taking them to church services. Three of the shootings from Friday to Sunday were fatal.

Like the shootings from the prior weekend and during the weekdays in between, most of the gun violence is related to gang activity, police said.

The weekend's fatal shootings showed the violence isn't contained to one area. The three deaths, which don't include a man fatally shot by police or homicides involving weapons other than guns, took place on the city's North, West, and South Sides.

At 2:12 a.m. Sunday, Alfredo Perez, 18, was shot and killed at a party in the 1700 block of West Erie Street on the West Side. Perez, of the 2600 block of West Haddon Avenue, was pronounced dead at Stroger Hospital. The assailant is in custody and charges are pending, Sgt. Antoinette Ursitti said.

Willie Bloomingburg, 26, was shot several times and killed Saturday night on the sidewalk in the 2000 block of West Birchwood Avenue on the city's North Side, police said.

Bloomingburg, of the 2000 block of West Arthur Avenue, was pronounced dead at St. Francis Hospital in Evanston, said the Cook County medical examiner's office.

Michael Phipps, 25, was shot and killed about 3:25 a.m. Saturday in the 7500 block of South Wabash Avenue on the South Side, police said. Phipps, of the 9100 block of South Clyde Avenue, was also pronounced dead at Stroger Hospital, the medical examiner's office said.

Others shot but not killed over the weekend suffered injuries ranging from minor to serious. They include a man shot in the hand during an attempted robbery and a man wounded in the leg during a drive-by shooting.

A 14-year-old boy and an 36-year-old man were shot Sunday while leaving a bus dropping them off for 3 p.m. services at First Baptist Church of Roseland, near East 113th Street and South Edbrooke Avenue, said police and church

3 killed in weekend violence; pair wounded outside church Chicago Tribune April 28, 2008 Monday

officials.

The two were taken in stable condition to Advocate Christ Medical Center in Oak Lawn, police said.

The church bus was about a block from the church when a man or teenage boy came out of a house and flashed gang signs at a teenager on the bus, said Associate Pastor Clyde Wolfe.

When the bus stopped, the person from the house fired four shots into the group getting off.

The teenager whom the assailant was apparently targeting was not hit, Wolfe said.

"It's frustrating because you're trying to be part of the community, and someone comes out of a house shooting at you," Wolfe said.

Chicago police were still investigating the shooting and could provide no other details Sunday evening.

City police increased weekend patrols after last weekend, when at least 36 people were shot, including seven slain.

"Our weekend deployment of specialized units targeted areas all over the city and some areas that were identified as hot spots. Any time we can decrease crime, it is a success," said Monique Bond, police spokeswoman. "But it would be difficult to measure success because fighting crime is not based on one or two weekends, or months, of an increase or decrease of violent crime."

Mayor Richard Daley said Saturday he is backing a plan by Chicago Police Supt. Jody Weis to equip all officers with semiautomatic assault rifles.

Daley, citing a killing from the prior weekend involving an AK-47, said the weapons would put officers on equal footing with gangs.

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**GRAPHIC:** Photo (color): Police investigate a shooting near a church Sunday in Chicago's Roseland neighborhood. A man and a 14-year-old boy were wounded. Tribune photo by Tom Van Dyke  
Photo(s)

**LOAD-DATE:** April 28, 2008



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April 25, 2008 Friday  
West Edition

**SECTION:** METRO ; ZONE W; Pg. 1

**LENGTH:** 937 words

**HEADLINE:** Chicago police deploying plans to battle violence;  
SWAT teams, strategy meetings part of effort to avoid repeat of dozens of shootings last weekend

**BYLINE:** By Angela Rozas and David Heinzmann, Tribune reporters Tribune reporter Dan Mihalopoulos contributed to this report.

**BODY:**

When Chicago Police Department commanders gather Friday afternoon for their weekly analysis meetings, one issue they're planning to talk about is how to try to make this weekend less violent than last.

Chicago police this weekend will push initiatives usually reserved for the hotter summer months, when crime takes an expected jump, after a spate of shootings and homicides last weekend.

Last weekend's violence -- at least seven people were killed among the three dozen shot -- was sparked by both the warmer weather and a flare-up in gang activity, police said. A quintuple homicide on Wednesday raised the toll of shooting deaths since last Friday to more than a dozen.

But police plan to combat the early arrival of violence with SWAT teams in battle dress and other members of specialized units patrolling troubled areas to fill in for the disbanded Special Operations Section, officials said. A night roll-call with a public show of force is planned for Friday night.

Mayor Richard Daley will host a meeting Friday afternoon in his office to discuss the gun violence. Daley has invited more than two dozen people, including police officials, community activists, social service workers and religious leaders. The meeting will be private.

While last weekend's violence was the largest number of single-weekend shootings so far this year, statistics show that the numbers were within a range of recent years' weekend shooting tallies. In 2007, there were 33 homicides in April and May, an average of more than eight a week. And on roughly the same weekend as last in 2007, there were 24 shootings and six homicides, officials said.

But the next few months, if past years' trends hold true, will only get worse before the crime situation gets better. There were an average of 45 homicides a month between June and August in 2007, compared with about 30 a month in the first three months of the year, according to department statistics.

Chicago police would not give an up-to-date number on homicides through Thursday, saying that number isn't official until the middle of next month. But as of the end of March, homicides were down slightly, with a total of 87, compared with 88 at the end of March 2007.

Chicago police deploying plans to battle violence; SWAT teams, strategy meetings part of effort to avoid repeat of dozens of shootings last weekend Chicago Tribune April 25, 2008 Friday

While the challenges facing police Supt. Jody Weis this summer may be the same as any previous superintendent has faced, Weis seems under additional scrutiny as a former FBI agent, despite being less than three months into his new job.

Weis has made changes, both in leadership and in some policies since taking command of the department Feb. 2. Some of his early decisions, from replacing dozens of commanders to routinely donning a police uniform after announcing he would wear dress blues only on special occasions, have rankled some rank-in-file cops.

At the same time, Daley last week sent a City Hall employee, Michael Masters, to police headquarters to replace Weis' chief of staff, a former FBI agent.

Morale has continued to decline in the wake of scandals as well. Many officers say privately that they see the selection of Weis as Daley acquiescing to public pressure over police corruption.

The largest of those scandals led to the disbanding of the Special Operations Section, one of the key units in the department's strategies for lowering street violence in the last few years. As a result, many officers say they feel they are less equipped to deal with Chicago's entrenched gang violence and fear shootings and killings could spin out of control this summer.

But Weis' spokeswoman, Monique Bond, said the units that have been called upon to replace SOS are equipped to handle the summer violence. Weis has chosen a command staff with decades of experience, and his own past tactical experience will help him in the coming months.

While she said Weis isn't alarmed by last weekend's violence, saying departments across the nation face growing crime at the start of summer, he's aware of the scrutiny, she said.

"I think if anything he's challenged by it," she said. "He understands the enormity of the responsibility and knows this will be the challenge that I think he knows and realizes that he's confronted with."

Part of the department's preparation for this weekend will come Friday afternoon in the weekly analysis meetings that Weis recently reinstituted. Commonly referred to as the DOCs -- for the Deployment Operation Center, where the analysis is compiled -- the meetings were a key component of past department administration's crime strategy.

In the past, several hundred members of the department met and commanders were questioned about crime trends and their strategies for combating them. The meetings helped the department decide where "hot spot" zones of crime activity were and how resources should be deployed to fight them.

Weeks after joining the department, Weis suspended the large meetings, which often took several hours, to try to find a way of making them more efficient. He held smaller meetings with top staff to decide weekly deployment needs.

Weis recently brought the meetings back, moving them from Wednesdays to Fridays. Now, however, they're more targeted, involving the evaluation of only a few commanders at a time who will be required to return four weeks from their evaluation to update the top brass on their progress, said Michael Shields, deputy superintendent of the Bureau of Strategic Deployment.

The newly organized meetings began a few weeks ago, but this week's meeting will test the commanders even more, Shields said.

"Obviously this weekend, this Friday, we're going to ramp it up," he said. "We have a lot of things to cover."

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Chicago police deploying plans to battle violence; SWAT teams, strategy meetings part of effort to avoid repeat of dozens of shootings last weekend Chicago Tribune April 25, 2008 Friday

**LOAD-DATE:** April 25, 2008





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April 24, 2008 Thursday  
Chicago Final Edition

**SECTION:** NEWS ; ZONE C; Pg. 1

**LENGTH:** 1104 words

**HEADLINE:** 5 found slain in South Side home;  
Deaths add to already violent week in city

**BYLINE:** By Sara Olkon, Antonio Olivo and Angela Rozas, Tribune reporters Tribune staff reporters Kristen Kridel, Jeremy Gomer, Mary Owen, Tina Shah, Dan P. Blake and Rex W. Huppke contributed to this report.

**BODY:**

Gun violence that swept through swaths of Chicago over the weekend pressed into midweek Wednesday when five people were found slain in a South Side home.

The afternoon crackle of gunfire in the Chatham neighborhood boosted a grim statistic: In fewer than seven days, the city has seen at least 40 shootings resulting in more than a dozen deaths.

Many of the recent shootings have been attributed to ongoing gang feuds on the South and West Sides, but Chicago police spokeswoman Monique Bond said Wednesday's quintuple homicide may have been committed by "some known affiliate of the victims."

Chief of Detectives Thomas Byrne said the house in Chatham appeared to be ransacked, but he was not sure whether anything had been taken. He said the victims, all believed to be in their 20s, were found shot on the first floor of the two-story home.

Calumet Area Deputy Chief Eugene Williams said, "This does not appear to be a random act."

A police source said investigators are looking into whether there was illegal activity going on in the home.

Police arrived at the home in the 7600 block of South Rhodes Avenue about 3:45 p.m. after receiving a 911 call.

A spokesman for the Cook County medical examiner's office said all five people suffered gunshot wounds. Autopsies are scheduled for Thursday. Officials said they had no suspects in custody but were "talking to a number of people."

Bernard Scales said he is the grandfather of one of the victims and was notified by police that his grandson, Tony, 25, was slain in the shooting.

Bernard Scales said his grandson was at a barbecue at the house Wednesday.

"I knew all of them kids," Scales said. "They were all raised up together around here. They were all really good

5 found slain in South Side home; Deaths add to already violent week in city Chicago Tribune April 24, 2008 Thursday

kids. They weren't gangbangers and they weren't into drug-dealing. I bet somebody over there thought they were into something, but they weren't."

Scales said the bodies were found by his other grandson, Terry, 24. Family members said police were questioning Terry Scales late Wednesday.

The family said Tony Scales had been working as a telemarketer and was recently hired at a Ford dealership.

Others who thought their friends and relatives were among the victims gathered near the site. The Tribune is not identifying the other people named by relatives because authorities had not verified them.

Cheryl Flowers said her 22-year-old daughter had been living in the home where the victims were discovered. She said her daughter worked as a dancer at a nightclub and had been living in the home with one of the men for about a year.

Santana Davis, 26, said he has been a friend of one of the victims since they were 3. He said the father of another of the victims is a pastor at a South Side church.

Davis said the two women were friends of two of the men, and that the three men lived together in the home where they were shot.

"The only thing I can see is they probably thought they had some money, they probably ran into the house and killed them," Davis said. "They weren't gangbangers, all they do is go to clubs and have fun."

Jayson Alfred said one of the victims was his younger brother, who he said was a real estate broker and had two young children.

"It was probably a robbery or something, jealousy," Alfred said. "He didn't have any enemies."

Ald. Freddrenna Lyle (6th) said her office had not received any complaints about activity at the home.

Lyle, who lives three blocks away, said residents told her the people in the home had just recently moved in.

Police said they think the last homicide of this scope in Chicago came in 2003 when six people were killed in a warehouse in the 3900 block of South Wallace Street.

Neighbors in Chatham on Wednesday gathered by the dozens behind yellow police tape in the block of aging brick bungalows. Opinions on the house's residents varied, with some neighbors saying they regularly saw cars coming and going, and others claiming they'd seen and heard little from the people who lived there.

Many said they were disgusted but not shocked by the afternoon shooting.

Shante Bradford, 30, a machine operator who leaves for work at 4 a.m., said the neighborhood is so bad he worries about getting robbed each morning when he goes to his car parked on the street.

"It's really nothing. Death is nothing," said Bradford, who lives a half-block from the crime scene.

Over the weekend, 36 people were shot and seven were killed across Chicago in what police said were primarily gang-related incidents, many in the Englewood and nearby Chicago Lawn police districts.

On Monday night, a 28-year-old man was killed and four others were shot at a McDonald's restaurant in the 7600 block of South Vincennes Avenue. Wednesday's shooting occurred near the border of the Englewood and Gresham police districts, an area heavily populated with members of the Gangster Disciples street gang.

5 found slain in South Side home; Deaths add to already violent week in city Chicago Tribune April 24, 2008 Thursday

Michelle Lucas, 49, who has lived in Chatham all her life, blames the neighborhood problems on the influx of new residents whom she said have poured in from the Robert Taylor, Stateway Gardens and Ida B. Wells housing projects that have either come down or will soon be shuttered.

"It's just getting bad these last two, three years," Lucas said. "We don't have a say-so over who moves into the community."

Antoine Edwards, 30, also grew up in area.

"It's been terrible," he said of the recent violence-scarred years. "Everybody's hungry out here" to make money.

Edwards, an auto mechanic and father of three, said he doesn't allow his kids to play outside. Instead, when he can, he takes them to places like restaurants or the movies.

At noon Wednesday, hours before the South Side shooting, members of the anti-violence group CeaseFire, along with other community organizations, gathered to announce a plan to flood violent "hot spots" in the city with residents and outreach workers on weekend nights throughout the summer.

"We believe we shouldn't have to have SWAT come into our neighborhoods when we have able-bodied people who can stand up to this violence," said Rev. Robin Hood of Clergy Committed to Community.

Tio Hardiman, director of mediation services for CeaseFire, said the group, which is operating on a skeleton staff after it lost more than \$6 million in state funding, will attempt to train residents to peacefully resolve potentially violent conflicts, and will ask adult men in high-risk neighborhoods to agree to mentor one child on their block.

"You can change the gun laws all day long, but if you don't change the mind-set of these young people, it's not going to matter," Hardiman said. "They've already got all the guns they need."

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**GRAPHIC:** Photo: Glenda Hayes (left) comforts friend Cheryl Flowers as they arrive at the scene of a shooting in which five people were slain in the 7600 block of South Rhodes Avenue on the South Side. Flowers said her 22-year-old daughter had been living in the home where the victims were discovered. Tribune photo by Nuccio DiNuzzo

Photo: A Chicago police investigator speaks to Chatham neighborhood residents who live near the home in which five people were found slain Wednesday. Tribune photo by Nuccio DiNuzzo

Photo: Chicago police investigators search garbage bins in alleys near the site of the slayings in the 7600 block of South Rhodes Avenue. Tribune photo by Alex Garcia

Photo: Tony Scales was identified as one of the victims, according to his grandfather, Bernard.

Photo(s)

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Chicago Sun Times

April 22, 2008 Tuesday  
Final Edition

**SECTION:** NEWS; Pg. 8

**LENGTH:** 554 words

**HEADLINE:** Swat will go on patrol; Cops plan show of force after bloody weekend of gang violence

**BYLINE:** Annie Sweeney and Frank Main, The Chicago Sun-Times; Contributing: Fran Spielman

**BODY:**

A spike in Chicago shootings that made national news over the weekend was caused in part by a gang war that flared on the South Side, police said.

And police plan to respond with gun, tactical and gang teams -- even SWAT officers in battle gear.

Police Supt. Jody Weis planned to deploy SWAT as part of summer patrols, but the department is accelerating the plan because of the weekend's shootings.

"We haven't done this in a while," department spokeswoman Monique Bond said. "It's an aggressive message that law enforcement is taking this very seriously. At this point . . . we have to take necessary measures to demonstrate that violence will not be tolerated. Sometimes a visible presence sends a louder message."

The unofficial weekend tally of 36 shootings over Friday, Saturday and Sunday was 14 more than the city experienced last year at the same time, police said. Seven people were killed.

Of the 36 shootings, 14 were classified as gang-related, Bond said. Seven juveniles were among the victims, including five who were out beyond curfew. So far this year, 21 Chicago Public Schools students have been shot to death.

One seasoned officer described the three days as "triage" -- with detectives rushing from shooting to shooting.

Of the 36 shootings, 19 happened in the Wentworth Area that stretches south of downtown and west along the Stevenson Expy. The rest of the shootings were spread out among the remaining four detective areas of the city.

One law enforcement source said a new faction of Gangster Disciples that moved into the area's Englewood neighborhood is vying for control against longer-established members of the gang. In addition to the shootings, home invasions also have escalated, the source said.

On Monday, sources said the Englewood gang dispute was simmering for several months and the warm weather likely sparked the violence.

Swat will go on patrol; Cops plan show of force after bloody weekend of gang violence Chicago Sun Times April 22, 2008 Tuesday

About 10 of the shootings occurred in Gangster Disciples-controlled areas of the Englewood police district and on the east side of the adjacent Chicago Lawn police district, also in the Wentworth Area.

Many of those victims were affiliated with gangs, police said.

For instance, Raul Lemus, 28, a Latin Saints member, was fatally shot in an auto shop Sunday while waiting for repairs to a car. The gunman escaped in a getaway car, police said. Lemus was on parole for second-degree murder.

Last month, 70 percent of murder victims had arrest records, according to the latest police statistics.

The surge in shootings made national news after Weis addressed the problem at a news conference Sunday, noting the violent toll warm-weather months take.

Murders typically spike in mid-summer and tail off in the winter. In 2005, for example, there were 108 murders in June and July and 47 in December and January, police said.

Chicago is not yet on a track to see a huge overall increase in murders. So far this year, murders are down more than 1 percent compared with the same period of 2007.

And last year, Chicago slayings were at a pre-1966 level for the fourth year in a row.

Still, Mayor Daley called the weekend violence "unacceptable" and asked parents to pay more attention to their children.

"What we're asking parents to do," Daley said, "is know where your children are. It's going to be a long summer, and parents better capture this responsibility."

Comment at [suntimes.com](http://suntimes.com).

**GRAPHIC:** Graphic: (See microfilm for graphic). ;

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April 21, 2008 Monday  
Chicagoland Final Edition

**SECTION:** NEWS ; ZONE C; Pg. 1

**LENGTH:** 1026 words

**HEADLINE:** 4 dead, 23 hurt in shootings over weekend;  
Warmer weather likely to trigger more violence, police fear

**BYLINE:** By Megan Twohey and Emily S. Achenbaum, Tribune reporters Tribune reporter Alexa Aguilar contributed to this report.

**BODY:**

Maurice Sanders was feeling giddy as he stepped out of a neighbor's party Saturday night. The West Side party had drawn more than 50 teenagers, and Sanders had spent hours there joking with friends and flirting with girls, he said.

The smell of summer was in the air, but the euphoria inspired by warm weather quickly turned to terror when someone on the corner unleashed gunfire into the small group assembled outside the party in Chicago's South Austin neighborhood. By the time the shooting stopped, four people had been wounded, including Sanders.

"I fell face-down," said Sanders, 16, who was struck by a bullet in his left foot in the 5300 block of West Madison Street. "When I saw another boy on the ground, I thought he was dead."

Sanders was one of 26 people shot, four fatally, in Chicago between 12:01 a.m. Friday and 7 a.m. Sunday, part of a bloody string of violence that stretched across the city, police said. At least one more shooting occurred Sunday evening.

It's the dark side of summer's promise. At a news conference Sunday, Police Supt. Jody Weis spelled out the twisted reality: As the days grow longer and people head outdoors, more confrontations erupt. And with guns flooding the streets, many of those confrontations end in violence.

"There are just too many weapons here," Weis said, pointing out that 19 people in the city were shot, four of them fatally, the same weekend in April 2007, and that 20 to 22 people were shot on average every weekend last July.

"Warmer temperatures are a contributing factor," he said.

Police are increasing their efforts to target gang leaders and redeploying officers to violent areas, Weis said. But he urged parents to keep a sharper watch over their children. Seven of the 26 people shot over the weekend were under 18; five of the juveniles were out after the city's 11 p.m. curfew when they were shot.

The South Austin shooting followed the separate slayings of Michael Giles, 26, and Raul Lemus, 28, on Saturday morning.

4 dead, 23 hurt in shootings over weekend; Warmer weather likely to trigger more violence, police fear Chicago  
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Giles, 26, of the 300 block of North Avers Avenue was shot several times in his home. The suspect entered through the back door, opened fire, then fled, police said.

Lemus, 28, was shot once as he stood in the doorway of an auto repair shop in the 2500 block of West 59th Street. Police said a person in dark clothes walked up to him and pulled the trigger.

The night before, Marcus Hendricks, 34, of Flossmoor was seated behind a desk at his Roseland plumbing business when a former employee walked in armed with an AK-47 rifle and shot him in the stomach, a Cook County prosecutor said Sunday.

Witnesses saw the ex-employee -- Bennie Teague, 39, of the 6200 block of South Sacramento Avenue -- walk out, slip off the white T-shirt covering his face and stash the weapon in a plastic bag, Assistant Cook County State's Atty. Tracy Senica said at a bond hearing for Teague.

A woman in the salon next door to Hendricks' plumbing business at 714 W. 115th St. heard the shot and saw Teague walk by the window, Senica said. She ran in to find Hendricks gasping for air. Hendricks died the next day, Senica said.

Before he was captured, Teague exchanged fire with several police officers, the prosecutor said. None was hurt.

Cook County Circuit Judge Maura Slattery Boyle ordered him held without bail on one charge of first-degree murder and three charges of attempted first-degree murder.

In a separate incident, a 65-year-old man was fatally shot at 11:45 p.m. Friday outside his home in the 8400 block of South Exchange Avenue.

At Sunday's news conference, Weis made a forceful plea to lawmakers to ban assault weapons and dismissed the argument that such a ban would infringe on constitutional rights.

"Why in the world do we allow citizens to own assault rifles? ... AK-47s should be outlawed," Weis said.

"I've been an avid hunter all my life," he said. "I've served in the military. You do not need an AK-47. We don't need them on the streets of Chicago."

The shootings of Sanders, Jamen Wallace, 13, and two 22-year-olds happened about 11:30 p.m. Saturday.

Sanders, a freshman at Manley Career Academy, said he had no idea who shot them or why. Neither did friends and family members of Wallace.

Most of the youths at the party attended Emmett Till School, said Sanders, who didn't think any of them was affiliated with a gang.

The party took place at a two-story apartment complex that stretches between Long and Lorel Avenues. Neighbors and other adults were also outside the building when the shooting began.

The bullets hit without warning, said Sanders; there was no conflict at the party or on the street outside.

"The gunshots came out of nowhere," he said.

Sanders, a lanky boy who plays in an after-school basketball league, was running toward Lorel when he felt a sharp pain in his foot and crumpled to the sidewalk. Blood was seeping through his sock. When he took off his boot, a bullet fell out.

4 dead, 23 hurt in shootings over weekend; Warmer weather likely to trigger more violence, police fear Chicago  
Tribune April 21, 2008 Monday

"I realized I had been shot," he said.

Saudia Shepard, 37, who lives in the apartment complex, was sitting outside when her nephew, Wallace, was struck. She rushed over and saw that bullets had entered his thigh and ankle.

"He had this blank look on his face," Shepard said. "I said: 'Don't worry. It's going to be all right.'"

She said Wallace was treated at Stroger Hospital. When she talked to him Sunday afternoon, she said, he told her he was doing fine.

Police Officer John Mirabelli said Sunday evening that only one victim remained in the hospital, one of the 22-year-olds, who was in critical condition. Mirabelli said the police had no suspects and had not yet determined a motive for the shooting.

Wallace's friends and family echoed a belief held by Sanders, that the two boys were in the wrong place at the wrong time.

"It's disgusting that someone would just shoot into a group of children," said Sanders' mother, Natasha Randle.

Shepard said she was desperate to see all guns banned, not just assault weapons. Until then, she expects there to be more shootings like the one that took place on her front sidewalk Saturday night.

"My nephew is going to be scared to death to come home," she said. "None of us should have to deal with this."

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**GRAPHIC:** Photo (color): Maurice Sanders, 16, who was wounded outside a party Saturday, was among 27 people shot in Chicago this weekend. Tribune photo by Candice C. Cusic  
Photo(s)

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